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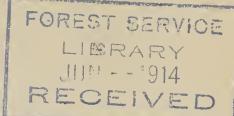
600,000,000 FEET

National Forest Timber
Offered for Sale

August 1, 1914

Clearwater National Forest IDAHO





PROSPECTUS

Six Hundred Million Feet of Timber for Sale on the Clearwater National Forest, Idaho

LOCATION AND ACCESSIBILITY

The timber offered for sale lies on the watershed of Lolo Creek just inside the western boundary of the Clearwater National Forest. The merchantable timber stands on an area of approximately 36,000 acres. Lolo Creek, as indicated on the map, flows southwest from the Forest boundary about 30 miles to the Clearwater River, entering it about 8 miles above the town of Orofino. Bids will be considered for a certain portion or the entire area, as discussed in detail later.

The most practicable method for handling this timber is by the construction of approximately 20 miles of railway from the Clearwater Short Line (Northern Pacific) at the mouth of Jim Ford Creek, (a tributary of the Clearwater, entering it about 4 miles above Orofino) to Weippe, which lies on what is locally known as Weippe Prairie. Here a good mill site is available. From Weippe to the Forest boundary, a distance of approximately 12 miles, railroad construction is very easy over a gently rolling plateau. Near the Forest boundary the main forks of Lolo Creek unite, as shown on the map. Up each of these forks logging railways can be built without serious difficulty.

The freight on lumber and other forest products, such as cedar poles, from the vicinity of Orofino to markets east of the Rocky Mountains—where most of the timber would necessarily be marketed—is the same as from the other mills in northern Idaho.

In addition to the National Forest timber included in this sale there is other National Forest timber amounting to probably upwards of 200,000,000 feet, now comparatively inaccessible but which can doubtless be handled profitably after 20 years, the proposed limit for the removal of the entire amount of timber included in this tract. Still more important, there is a vast quantity of timber outside of the National Forest owned by the State, several large corporations and many small holders, variously estimated at from four to ten billion feet, all of which would come out over the railroad from Weippe to the Clearwater Short Line. Furthermore, Weippe Prairie—as it is locally known



-is a gently rolling pleateau of high agricultural value, which will some day support a large population and produce abundant crops when the timber has been cut and the land cleared for farming.

Like all regions producing white pine, there is a heavy fall of snow in the winter on this tract, the snow lying at a depth of 5 or 6 feet or more for 3 to 5 months after the first of January.

DESCRIPTION OF TIMBER AND TOPOGRAPHY

The North Fork of the Clearwater River lies in a canyon about 2,000 feet below the general level of the Weippe Prairie, a portion of which is included in the western part of the track offered for sale. This prairie has an elevation of about 3,200 feet.

In the sale area itself from 15 to 25 per cent of the land is so flat or gently sloping that it is suitable for agriculture. The remainder is for the most part a rolling country without excessive or extremely long slopes.

It is an unusually easy tract to log, owing to the favorable topography, which allows easy location and cheap construction of logging railroads, and also permits fairly cheap transportation of logs from the stump to the car.

The amount of brush is comparatively light; skidding will therefore be cheaper than usual in white pine.

The agricultural land and part of the hill land is well adapted to power logging; the remainder is suitable to horse logging.

The timber is offered for sale in two units, No. 1, Lolo Unit, No. 2, Eldorado Unit, the location of which are shown on the attached map. Bids will be considered, under the terms indicated in the attached notice of sale for the Lolo unit alone, or for both units combined. In either case a period of two years will be allowed for the construction of improvements before the cutting of timber need commence. For the Lolo unit a cutting period of 12 years, following the construction period, will be provided, thus giving an average annual cut of about 30,000,000 feet; prices will be readjusted three years after the beginning of the cutting period, and each three years thereafter; the contract will provide that just before the Lolo unit is cut out, the Eldorado unit will be advertised for sale, so that the purchaser of the Lolo unit will have an opportunity to bid on it. For both units combined a cutting period of 20 years following the construction period will be allowed; prices will be readjusted three years after the beginning and each three years thereafter until the Lolo unit is cut out, then the Eldorado unit will be reappraised and the terms of sale modified if necessary in the Forester's judgment. The proposed contract form provides, as may be noted in the attached copy, that readjustment of stumpage price may be made only in case the average price of lumber, the average being based on a period of three years, advances, and then the price of stumpage may be increased only by 50 per cent of the average increase of the value of lumber, and only when it appears justified after taking fully into consideration



all the factors affecting the cost of logging and milling.

The following estimate of the timber by species for the Lolo Unit and both combined has been very carefully made and is considered close, but conservative. Allowance has been made for trees reserved for seed production:

TIMBER ESTIMATE

	—Lolo Unit—		—Both Un	—Both Units—	
Species—	Amount.		Pct.	Amount.	Pet.
White pine	126,000,000	ft.	34.5	164,000,000	27.3
Yellow pine	12,000,000	66	3.3	27,000,000	4.5
Lodgepole	2,000,000	66	.5	3,000,000	.5
Spruce	8,000,000	46	2.2	16,000,000	2.6
Western larch	41,000,000	66	11.2	72,000,000	12.0
Douglas fir	55,000,000	66	15.1	124,000,000	20.7
Cedar	102,000,000	"	28.0	150,000,000	24.8
White fir	19,000,000	66	5.2	46,000,000	7.6
.		—			
Total saw timber	365,000,000		100.0	602,000,000	100.0
Cedar poles	230,000			350,000	

About 40 per cent of the volume of white pine is found in trees over 30 inches in diameter. The large quantity of valuable cedar poles on this area is an especially attractive feature of the proposed sale.

SUMMARY ESTIMATE OF COST OF LOGGING BOTH UNITS COMBINED

	Per average
HORSE LOGGING:	M. ft. B.M.
Cutting \$.70	
Swamping, skidding and landing 1.35	
Trailing in chutes and landing	
Brush disposal	
Loading	
Total horse logging, 82.5% at\$3.19	\$2.63
Power logging, 17.5% at	.48
Railway operation	.36
Railway maintenance	.27
Current improvements	.50
	\$4.24



PROTECTIVE MEASURES:

Additional for oil burning, 60 days each year \$.12	
Cost of girdling defective white fair	
Planting	
Total for protective measures	.19
OVERHEAD EXPENSES:	
Administration, logging, sup 'in 'tend 'nt, foreman, etc. \$.40	
Taxes, insurance, etc	
	
	.55
Depreciation	.77
Interest	.25
Total gross log cost per M. ft. B. M. log scale	\$6.00

The cost of logging of the Lolo Unit alone will be slightly lower than for both combined when the cost of fixed improvements, so far as justifiable, are charged against both units combined.



NOTICE OF SALE

600,000,000 Feet National Forest Timber for Sale

LOCATION: Within the Clearwater National Forest, Idaho, on an area of approximately 36,000 acres in approximate Townships 34, 35 and 36 North, Ranges 6 and 7 East, Boise Meridian, unsurveyed, on the watershed of Lolo Creek above the confluence of Buckner Creek.

Two separate units are distinguished as follows: 1. Lolo Unit, including the watersheds of Brown, Musselshell and Lolo Creeks. 2. Eldorado Unit, including the watershed of Eldorado Creek.

BIDS RECEIVED FOR ONE UNIT OR FOR BOTH COMBINED: Bids will be received for the Lolo Unit separately with the agreement on the part of the Government to reappraise and advertise the Eldorado Unit on January 1, 1928, or for both units combined with provision for reappraisal of the second unit and modification of terms of sale and payments when the first unit is ent out.

AMOUNT AND KINDS: No. 1. Lolo Unit: White pine, 126,000 M; yellow pine, 12,000 M; lodgepole, 2,000 M; spruce, 8,000 M; Western larch, 41,000 M; Douglas fir, 55,000 M; cedar, 102,000 M; white fir, 19,000 M; total, 365,000 M feet board measure, log scale, more or less; 230,000 cedar poles, more or less, together with an unestimated amount of cedar piling, shingle bolts and posts.

No. 2, Elderado Unit: White pine, 38,000 M; yellow pine, 15,000 M; lodgepole, 1,000 M; spruce, 8,000 M; Western larch, 31,000 M; Douglas fir, 69,000 M; cedar, 47,000 M; white fir, 26,000 M; total, 235,000 M. feet board with an unestimated amount of cedar piling, shingle bolts and posts.

measure, log scale, more or less; 120,000 cedar poles, more or less, together

STUMPAGE PRICES: Lowest rates considered for saw timber per M., Lolo Unit alone, or both combined: \$3.50 per M. for green and \$2.00 per M. for dead white pine; \$2.00 per M. for green and \$1.00 per M. for dead yellow pine; \$1.50 per M. for green and \$1.00 per M. for dead lodgepole and spruce; \$75c per M. for green and dead white fir; 50c per M. for green and dead Douglas fir, Western larch, and cedar and for green cut cedar poles, the following rates: 20' 5'', 5c; 20' 6'', 10c; 25' 6'', 15c; 25' 7'', 25c; 30' 6'', 35c; 30' 7'', 50c; 30' 8'', 55c; 35' 7'', 60c; 35' 8'', 75c; 40' 7'', 80c; 40' 8'', \$1.00; 45' 7'', \$1.10; 45' 8'', \$1.25; 50' 8'', \$1.50; 55' 8'', \$1.65; 60' 8'', \$1.80; 65' 8'', \$1.95; 70' 8'', \$2.10; 75' 8'', \$2.25; 80' 8'', \$2.40; dead cut cedar poles, one-half the rate for green cut; cedar piling, two cents per linear foot; cedar shingle bolts, 35 cents per cord; split cedar posts, 25 cents per hundred; round cedar posts, 7 feet long, 50 cents per hundred; round cedar posts, over 7 and under 20 feet long, one-eighth cent per linear



foot. Rates to be readjusted in accordance with current market values every three years.

DEPOSIT: With bid \$25,000, to apply on purchase price if bid is accepted, or refunded if rejected. Ten per cent may be retained as forfeit if the contract and bond are not executed within the required time.

FINAL DATE FOR BIDS: Sealed bids will be received by the District Forester, Missoula, Montana, up to and including August 1, 1914, with provision for extension of one month upon request of responsible parties.

The right to reject any and all bids is reserved. Before bids are submitted full information concerning the character of the timber, conditions of sale, deposits, and the submission of bids should be obtained from the District Forester, Missoula, Montana, or the Forest Supervisor, Orofino, Idaho.

PROPOSED CONTRACT FORM

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Clearwater—Sales
Lolo Creek

Clearwater National Forest.

Sale Area located on an area of about 19,600 acres in approximate T. 34 N., R. 6 E., and Ts. 35 and 36 N.. Rs. 6 and 7 E., B. M., unsurveyed on Brown, Musselshell, and Lolo Creeks, above the confluence of the latter with Eldorado Creek within the Clearwater National Forest, Idaho, as definitely designated on the attached map which is hereby made a part of this agreement; provided, that additional timber outside the boundaries of the area as designated on the attached map, and within the watersheds described above, may be included in this contract by mutual agreement between the purchaser and the District Forester, such additional timber to be paid for at the current rates fixed in accordance with the terms of this agreement. The

Amount of Timber

estimated amount to be cut, under the methods of marking defined in Clause 4, is: White pine, 126, 000 M; yellow pine, 12,000 M; lodgepole, 2,000 M; spruce, 8,000 M; western larch, 41,000 M; Douglas fir, 55,000 M; cedar, 102,000 M; white fir, 19,000 M; total, 365,000 M, feet board measure, log scale, more or less; 230,000 cedar poles, more or less, together with an unestimated amount of cedar piling, shingle bolts and posts.

Prices and Payments

We do hereby, in consideration of the sale of this timber to us, promise to pay to the Western Montana National Bank of of Missoula, Montana, (United States depository) or such other depository or officer as shall hereafter be designated, to be placed to the credit of the United States, for the timber cut prior to August 1, 1919, at



the following rates and for timber cut thereafter in accordance with the terms of Clause 29: \$3.50 per M. for green and \$2.00 per M. for dead white pine; \$2.00 per M. for green and \$1.00 per M. for dead yellow pine, \$1.50 per M. for green and \$1.00 per M. for dead lodgepole pine and spruce; 50c per M. for green and dead cedar. Western larch and Douglas fir; 75c per M. for green and dead white fir; and for green cut cedar poles, the following rates: 20' 5", 5e; 20' 6", 10e; 25' 6'', 15e; 25' 7'', 25e; 30' 6'', 35e; 30' 7'', 50e; 30' 8'', 55e; 35' 7'', 60e; 35' 8'', 75e; 40' 7'', 80e; 40' 8'', \$1.00; 45' 7'', \$1.10; 45' 8'', \$1.25; 50' 8'', \$1.50; 55' 8'', \$1.65; 60' 8'', \$1.80; 65' 8'', \$1.95; 70' 8'', \$2.10; 75' 8'', \$2.25; 80' 8'', \$2.40; dead cut cedar poles, one-half the rates for green cut; cedar piling, 2c per linear foot; cedar shingle bolts, 35c per cord; split cedar posts, 25c per hundred; round cedar posts, 7' long, 50c per hundred; round cedar posts over 7' and under 20' long 10 per linear foot; in advance payments of at least ten thousand dollars (\$10,000.00) each, except just in advance of a period when cutting operations will be suspended for at least four months when the size of the payment will be determined in writing by the Forest Supervisor, when called for by the Forest officer in charge, credit being given for the sum, if any, heretofore deposited with the said United States depository or officer in connection with this sale.

And we further promise and agree to cut and remove said timber in strict accordance with the following conditions; and all regulations governing timber sales prescribed by the Secretary of Agriculture:

1. Unless extension of time is granted, all timber will be cut Period of and removed on or before and none later than August 1, 1928, Contract At least 25,000 M. B. M. will be paid for, cut and removed on or before August 1, 1917, and at least 125,000 M. B. M. of the remainder of the estimated amount during each of the five-year periods ending August 1, 1922, and August 1, 1927; provided that if the cut exceeds 365,000 M. B. M. of saw timber and 230,000 cedar poles, an additional period not exceeding one year will be allowed for the removal of the remaining timber.

2. Timber upon valid claims and all timber to which there Valid Claims exists valid claim under contract with the Forest Service is exempted from this sale.

Payment in Advance of Cutting

3. All marked or designated trees will be cut. No live timber will be cut except that marked or otherwise designated. timber will be cut until paid for, or removed from the place or places agreed upon for scaling until scaled, measured, or counted by a Forest officer. The title to all timber included

in this agreement will remain in the United States until it has been paid for, and scaled, measured, or counted, as herein provided,

from Cutting

4. On not less than fifteen (15) per cent of the sale area, Reservations consisting of the more nearly level areas of agricultural character to be designated by the Forest officer, all merchantable timber will be cut, except small groups of small material suitable for farm



improvements which may be reserved in the discretion of the Forest officer. On areas containing mature and overmature white pine timber, as determined by the Forest officer, not exceeding approximately ten (10) per cent of the merchantable volume of all species combined will be reserved, mainly in compact groups, for seeding purposes: provided, that the white pine so reserved shall constitute not more than ten (10) per cent of the original stand of that species on such areas. On all other areas, not exceeding approximately thirty (30) per cent of the merchantable volume of all species combined, consisting of the smaller and thriftier timber as far as practicable, will be reserved; provided, that the white pine so reserved shall constitute not more than thirty (30) per cent of the original stand of that species on such areas. Provided, further, that not more than seventeen (17) per cent of the merehantable volume of all species combined on the entire sale area will be reserved from cutting; provided, that the white pine so reserved shall constitute not more than seventeen (17) per cent of the original stand of that species on the entire sale area.

Planting

5. It is agreed that the purchaser will pay for the wages and subsistence of such labor as may be obtained by the District Forester, to be used for the artificial reforestation of such portions of the sale area as the District Forester shall select, and in such manner as he shall direct; provided, that the total amount so furnished will not exceed 5 cents per thousand board feet on the timber cut from the sale area, and scaled and charged to the purchaser.

Cutting with Saw

6. All cutting will be done with a saw when possible.

Stump 7. Stumps will be cut so as to cause the least practicable waste, and will be cut not higher than 18 inches with the exception of swell-butted larch and cedar, for which stumps will be cut not higher than 48 inches, on the side adjacent to the highest ground. These heights may be exceeded in unusual cases when, in the discretion of the Forest officer, they are not practicable.

8. All trees will be utilized for saw timber to as low a diameter in the tops as practicable so as to cause the least waste, and to a minimum diameter of 6 inches for white pine and 8 inches for all other species, when merchantable under the terms of this contract; the log lengths will be varied so as to make this possible. Provided, however, that cedar will be utilized to a minimum diameter of 6 inches, subject to the terms of Clause 12.

Of Dead enough for material merchantable under the terms of this contract shall be eut, except that suitable only for cedar posts, cedar shingle bolts and dead cedar poles, which will be ntilized at the option of the purchaser. If the purchaser does not exercise this option before the



completion of logging operations on any logging unit, the Forest Service reserves the right to sell such material to other parties.

Long Butting 10. Larch may be long butted sufficiently in the judgment of Larch of the Forest officer to climinate the root swelling.

Maximum Scaling Length. Trimming Allowance 11. Logs longer than 16 fect will be scaled as two or more logs. Upon all logs 4 inches additional length will be allowed for trimming; logs overrunning this allowance will be scaled as of the next standard log length. Upon all cedar poles one inch for each five feet in length will be allowed for trimming; ng this allowance will be scaled as the next longer standard

poles overrunning this allowance will be scaled as the next longer standard pole length.

Cedar 12. Cedar will be so utilized as to produce material of the Utilization greatest value in the judgment of the Forest officer, under the terms of this contract, provided that cedar poles need not be cut longer than 70 feet at the option of the purchaser.

Scale Rule

13. Timber will be scaled by the Scribner Decimal C log rule on average diameter at small end rounded off to nearest inch, or counted or measured as prescribed by the Forester or specifically provided in this agreement, and, if required by the Forest officer, will be piled or skidded for scaling, measurement, or count as directed by the Forest officer.

Merchant= 14. All white pine, yellow pine, spruce, lodgepole pine, westable Material ern larch and Douglas fir logs are merchantable under the terms of this contract which after deductions for visible indications of defect, scale 33¹/₃ per cent of their gross scale; and logs of other species scaling 50 per cent of their gross scale; provided that firm red rot and firm blue stain will not be regarded as defects. Logs unmerchantable on account of defect may be removed without charge at the option of the purchaser. Trees containing one or more merchantable logs shall be considered merchantable under the terms of this contract. The minimum log size which will be considered merchantable is for white pine; logs 8 feet long with a 6-inch top, and for all other species, logs 10 feet long with an S-inch top. The cedar pole specifications of the Idaho Cedarmen's Association, revised January 16, 1911, or such current modifications of these specifications as may be made from time to time, will be followed in determining the suitability of green cedar for poles. The same specifications will also govern dead cedar in all respects excepting the portions of those specifications which relate to poles being cut from green trees. The line will be drawn by the Forest officer between green and dead timber at the time of measuring or scaling on the basis of the general appearance of the piece and without any attempt to base the classification upon the bearing of green branches by the tree from which the piece was cut.



Material 15. Any material cut and removed for sale below the miniBelow Mer= mum size specified in Clauses 8 and 14 shall be scaled, measchantable ured or counted, as the Forester shall prescribe; converted
into board measure, log scale, in accordance with a ratio determined by the Forester which shall conform with the current practice of the
Forest Service; and paid for in accordance with the established rate for such

Forest Service; and paid for in accordance with the established rate for such species, unless or until a special rate upon such material is established by the Forester upon application of the purchaser.

Care in 16. No unnecessary damage will be done to young growth Logging designated to be left or to trees left standing, and no trees shall be left lodged in the process of felling. Undesignated merchantable trees that are badly damaged during the process of logging will be cut if required by the Forest officers, and if such damage is due to carelessness, the trees so injured will be paid for at twice the price herein specified.

17. Unmarked or undesignated green trees which are cut or Penalty for injured through carelessness, and marked or designated trees Poor Work left uncut will be paid for at double the current price for the class of material which they contain, fixed in accordance with the terms of this agreement. Timber wasted in tops, stumps and any timber merchantable, according to the terms of this agreement, which is cut and not removed from any portion of the cutting area when operations are completed, or before this agreement expires, will be paid for at the current price for such material. The amounts herein specified will be regarded as liquidated damages and may be waived in the discretion of the Forest officer in charge in accidental or exceptional cases which involve small amounts of material. Any timber remaining on the sale area at the expiration or termination of this agreement. for which payment as herein specified has been made to the United States, may be removed within six months from such date of expiration.

18. Brush, slash and other debris will be disposed of currently Brush as the sale progresses in accordance with the requirements of Disposal the Forest officer, the purchaser furnishing men at such times and in such numbers as the Forest officer in charge may direct to burn the brush resulting from logging operations on the sale area under the personal supervision of the Forest officer in charge, who shall have complete direction and control of the said men while so engaged in burning the said brush, provided that the purchaser shall not be held responsible for damage resulting from fires started to dispose of brush under the personal supervision of the Forest officer as aforesaid when all precautions required by him were taken. Upon agricultural land, as determined by the Forest officer, fire lines, not to exceed 25 feet wide, extending around the exterior boundaries of all clean-cut areas and adjoining seed groups, will be constructed by the operator as directed by the Forest officer in charge. Upon said fire lines all inflammable material including all brush, reproduction, and other debris will be piled and burned.



Where deemed necessary in the judgment of the Forest officer a trail not to exceed 3 feet in width cut to mineral soil will be cleared at the edge of the fire line designated by the Forest officer. Similar fire lines will also be constructed in such places as the Forest officer may direct to break the cut-over area up into suitable units for slash burning. Fire lines as above described will be constructed around patches of small material reserved for farm improvements. Upon agricultural areas, as determined by the Forest officer, the slash will be broadcast burned. Upon other areas tops will be lopped, and slash piled in tepee-shaped piles, with small material at the bottom and large limbs and other large material up to a diameter of 4 inches, inclusive, stacked on the outside of the pile in accordance with the requirements of the Forest officer. On a strip 100 feet wide on each side of all logging railroads, either main line or spurs, constructed on the area included in this contract, all snags will be felled and all slash and other inflammable debris piled and burned.

Disposal White Fir 19. All white fir trees of merchantable size, may be designated for cutting unless their trunks bear conks or show other visible defects that indicate in the judgment of the Forest officer that the tree contains no merchantable logs. All white fir trees remaining uncut having a diameter of 4 inches or more will be killed by piling and burning slash around such trees or by girdling, as the Forest officer shall direct, if in the judgment of the Forest officer such trees should not be left living. Smaller white fir trees and seedlings, so far as practicable, will also be killed by piling and burning brush close to them, if their destruction is desirable in the judgment of the Forest officer.

Fuel in Fire Season

20. No fuel other than oil will be used in any steam locomotive or donkey engine operated in connection with this sale from June 15 to October 15 of each year unless the written consent of the Forest Supervisor is first obtained.

During the time that this agreement remains in force we Forest Fires will, independently, do all in our power to prevent and suppress forest fires on the sale area and in its vicinity, and will require our employees and contractors to do likewise. We hereby agree, unless prevented by circumstances over which we have no control, to place our employees at the disposal of any authorized Forest officer for the purpose of fighting forest fires, with the understanding that unless the fire fighting services are rendered on the area embraced in this agreement or on adjacent areas as defined on the attached map, we will be paid for such services at rates to be determined by the Forest officer in charge, which rates shall be not less than the current rates of pay prevailing in the said National Forest for services of a similar character; provided, that the maximum expenditure for fire fighting without remuneration in any one calendar year, at rates of pay determined as above, will not exceed \$6,000; and further provided, that if we, our employees, contractors, or employees of contractors, are directly or indirectly responsible



for the origin of the fire, we will not be paid for services so rendered, nor will the cost of such services be included in determining said maximum expenditure for any calendar year.

It is further agreed that except in serious emergencies as determined by the Forest Supervisor, we will not be required to furnish more than 60 men for fighting fires outside of the area above specified, and that our employees will be relieved from fire fighting on such outside areas as soon as it is practicable for the Forest Supervisor to obtain other labor adequate for the protection of the National Forests.

Logging Plan

22. The plan of logging operations on the respective portions of the sale area shall be approved by the Forest officer in charge, and shall, as far as practicable, provide for the removal of the timber on lands classified as agricultural before logging is begun on any other areas. When operations are begun on any one or more natural logging units, the cutting on such units shall be fully completed to the satisfaction of the Forest officer in charge before cutting may begin on other units, unless written permission is given by the Forest officer in charge to begin cutting on one or more different units with the understanding that as soon as conditions warrant it cutting will be resumed on the unit or units left incomplete. After decision in writing by the Forest officer in charge that the purchaser has complied satisfactorily with the contract requirements as to specified areas, the purchaser shall not be required to move back or do additional work on such areas.

Logging 23. This contract is intended to provide for logging in the Methods woods by means of horses on areas which are not to be cut clean. Upon such areas any other method of logging may be employed only with the consent of the Forest officer approving this contract and under such conditions and restrictions as may be agreed upon with him.

Use of 24. We do hereby agree as a part of the consideration of this agreement, to grant to the Forest Service or to such Railroads other parties as the Forest Service may designate, the privilege of using any main lines of railroad which are not common carriers, both on and off National Forest land, which will be constructed, owned, or controlled for the purpose of logging the timber on the area specified in this contract, for the purpose of, or in connection with the logging of any National Forest timber tributary to the said main lines of railroad, at such rates and under such regulations as may be specified by the District Forester, and further provided, that any such arrangement for the use of said railroad lines may be terminated at the date of the expiration of this contract at the option of the purchaser; provided, however, that in the event the arrangement for the use of said railroad lines is terminated at the date of the expiration of this contract by the purchaser, or if any such lines cease to be common carriers, the United States shall have the right, as a part of the consideration of this agreement, to purchase the said railroad or to designate a person or



persons who shall also have the right to purchase the said railroad lines, at such terms as may be mutually agreed upon between the United States or the person or persons it may designate and the owners of the said railroad lines; provided, further, that in the event it is impossible for the parties aforesaid to agree upon a purchase price a board of appraisers consisting of three persons, one to be named by the purchaser, one to be named by the Forester, in the event the United States desires to purchase such railroads, or by the holder of any timber sale agreement which would be affected by the use of said railroad lines, such holder of such timber sale agreement to be designated by the District Forester, and the third to be named by the two so chosen, shall fix the price at which the said railroad lines shall be pur-Written notice of intention to exercise said option to purchase must be given within two (2) months from the date of the expiration of this agreement. The board of appraisers shall meet upon the call of the District Forester and the majority vote shall be binding on the Board. It is hereby specifically understood and agreed that any purchaser of said railroad lines shall be the United States or an actual bona fide purchaser of timber which is tributary to such lines.

Camp Sanitation

25. The ground in the vicinity of logging camps, mills, stables, and other structures shall be kept in a clean, sanitary condition satisfactory to the Forest officer; and rubbish shall be removed and burned or buried. When camps or other establishments of the operator are moved from one location to another, all debris shall be burned or otherwise disposed of as directed by the Forest officer in charge.

Clean

26. So far as is reasonable all branches of the logging operation, including brush disposal and the utilization of special products such as those cut from cedar, shall keep pace with one another, and in no instance shall any branch of the logging operation be allowed to fall behind the cutting, except when the depth of the snow or other adequate reason makes such work impracticable, when the disposal of brush or the utilization of special products may, with the written consent of the Forest officer in charge, be postponed until conditions are more favorable.

Location of and Materaials for Imaprovements

27. Camps, buildings, roads and all other improvements and structures necessary in the conduct of logging operations will be located and operated as specified in this contract and as the authority of the Forest officer shall be limited to such agreed upon with the Forest officer in charge, provided that

regulations as are necessary for the protection of National Forest interests. All merchantable timber used in the construction of buildings, roads, and other logging improvements, except cedar other than pole timber, white fir, larch and Douglas fir timber and except unmerchantable timber of any species, which may be taken for such purposes without charge and will be left in place where used, will be paid for at the current price for such material



fixed in accordance with the terms of this agreement. All improvements will be removed from National Forest lands within six months after the termination of this agreement, unless permits or easements are secured from the officer of the United States having jurisdiction and in accordance with the Federal laws for their future occupancy and use. If not removed within such time or further occupancy and use under such permits or easements authorized, they will become the property of the United States. Unmerchantable material of any species, not including small trees which in the judgment of the Forest officer should be left, may be used for fuel without charge. Merchantable material used for fuel will be paid for at the prices herein specified.

28. All telephone lines crossing the sale area will be protected as far as possible in logging operations and will be repaired immediately if injured; all roads and trails traversing the sale area, whose maintenance or repair is considered necessary by the officer in charge, which are injured or destroyed by logging operations, will be repaired and kept free from obstructions by logs, brush, or debris by the purchaser, as the Forest officer shall require.

Price Readjust= ment 29. We agree to pay:

For all timber cut prior to August 1, 1919, at the rates specified above;

For all timber cut on or after August 1, 1919, and prior to August 1, 1922, at such rates as shall be designated by the Forester on August 1, 1919;

For all timber cut on or after August 1, 1922, and prior to August 1, 1925, at such rates as shall be designated by the Forester on August 1, 1922;

For all timber cut on or after August 1, 1925, and prior to August 1, 1928, at such rates as shall be designated by the Forester on August 1, 1925;

For all timber cut on or after August 1, 1928, at such rates as shall be designated by the Forester on that date.

- a. The rates designated by the Forester on each of the foregoing dates shall be fixed in the consideration of current operating conditions and markets in the North Idaho region including the operation of the purchaser; but any increase in the rate for any species fixed on any date over the rate for such species given above shall not exceed fifty (50) per cent of the increase in the average lumber value of such species during the three years preceding as compared with the average lumber value specified herein.
- b. For the purposes of this contract it is agreed that the average lumber value per thousand feet board measure of timber similar in quality to that included in this sale, at the date of execution hereof, in Idaho north of the Salmon River and in Washington east of Spokane, is fixed for differ-



ent species by the following grades, prices and percentages, such grades being as now defined in the grading rules of the Western Pine Manufacturers' Association, issued on February 1, 1910, a copy of which has been placed on file with the Forest Service and is made a part of this contract: WHITE PINE

WHITE PINE.	
B Select at \$45 per M. ft., 5 per cent,	\$2.25
C " " 38 " " 7 " " "	2.66
D '' '' 27 '' '' 8 '' ''	2.16
Shop '' '' 20 '' '' 9 '' ''	1.80
No. 1 Common at \$25 '' '' 23 '' ''	5.75
No. 2 " " 21 " " 13 " "	2.73
No. 3 '' '' 15 '' '' 23 '' ''	3.45
No. 4 '' '' 11 '' '' 12 '' ''	1.32
Average lumber valueLARCH AND FIR.	\$22.12
Selects at \$19.00 per M. ft. 6 per cent	£ \$1.14
No. 1 Common dim. at \$12 '' '75 ''	9.00
No. 2 '' '' 8 '' ' 4 '' ''	.32
No. 3 '' boards '' 12 '' '' 10 '' ''	1.20
No. 4 " " 7 " 5 " "	.35
Average lumber value YELLOW PINE.	\$12.01
B Select, and better, all widths	
	49 10
and thicknesses at $\$35$ 6% C $^{\prime\prime}$	\$2.10 1.75
D ", 25 7 20 10	2.00
No. 1 Shop 5-4 to 10-4 thick, all	2.00
widths at 25 5	1.25
No. 2 '' '' '' '' 15 7	1.05
No. 2 Common at 17 20	3.40
No. 3 '' 13 32	4.16
No. 4 '' ' ' 9 13	1.17
3 13	1,11
. Average lumber value	\$16.88
Cedar, average lumber value	12.00

And it is further agreed that the average price of cedar poles sold to consumers f. o. b. cars in the same territory is \$3.1825 per pole this being the weighted average determined from the following per cents of sizes and prices per piece for such sizes: 8 per cent 25' 6' at \$1.20; 3 per cent 25' 7' at \$1.35; 6 per cent 30' 6' at \$1.40; 8 per cent 30' 7' at \$2.10; 15 per

Lodgepole pine, average lumber value...... 15.00

" 14.00

Spruce,



ecent 35', 7'' at \$3.10; 24 per cent 40', 7'' at \$3.60; 32 per cent 40', 8'' at \$4; 3 per cent 45', 8'' at \$4.50; 1 per cent 50', 8'' at \$5.00.

c. The Forester shall ascertain the average lumber value of each species for timber of similar quality and the average value of cedar poles prevailing during the three calendar years preceding each of the dates above specified for readjustment of stumpage prices. Such average lumber values shall be obtained by use of the grades and percentages specified above and prevailing prices for each designated grade, and such average price for cedar poles will be a weighted average based on the same percentage of each pole size that is specified in (b).

If the designation or specifications of any lumber grade named in this section are changed prior to any readjustment date, or in case of any question affecting such grades or specifications, the Forester shall determine upon an equitable basis and employ in establishing the average lumber value as contemplated by this section the current grades or specifications which conform most closely with those designated herein and which most truly represent such average lumber value.

d. Any grade or other prices used by the Forester to determine the average lumber value of any species shall be prices f. o. b. cars at sawmill shipping points on main lines of railway or having the Inland Empire freight rate at actual shipping weights and without discounts; and any prices used to determine the average price of cedar poles shall be prices at which poles are sold to consumers f. o. b. cars at insular railway points.

But in case of any question as to what prices shall be used or what items of cost or return shall be considered therein, the Forester shall determine upon and use such prices as will, in his judgment, upon an equitable basis, establish the average lumber values of the species as contemplated by this section.

- e. If any material cut under this agreement is manufactured or sold by the purchaser in other forms than those specified herein, the Forester may, upon the next readjustment date, establish a special stumpage rate for each class of material so manufactured or sold during the succeeding period, which rate, in accordance with the ratio per thousand board feet currently used by the Forest Service, shall be not less than the initial stumpage price fixed herein and shall allow the purchaser an equitable profit under current selling prices and costs of production in the region defined above.
- f. It is further agreed that the Secretary of Agriculture will, upon written application from the purchaser showing good and sufficient reasons therefor and specifically the existence of a serious emergency arising from changes in market conditions since the last readjustment, at his option, when action of either character is necessary to relieve the purchaser from hardship, either
 - (1) Redetermine and establish the stumpage rates and designate a date



when the rates as redetermined shall be effective, which date shall be within six months of the date of application; or

(2) Grant an extension of time within which the respective amounts of timber specified in Section 1 shall be removed, not to exceed the total period allowed for cutting all the timber.

Any stumpage rates readjusted upon application to the Secretary shall be determined in accordance with the methods and under the terms above set forth, except as to the time for which average lumber values are taken, and shall apply only during the remainder of the three-year period then current when the rates shall be regularly readjusted.

g. In no event, however, will the stumpage rates for products from material whose utilization is required by this agreement as established upon any date above named or upon application from the purchaser be less than those specified herein to be paid for timber cut prior to August 1, 1919. But the Forester may establish such lower or special rates for material whose utilization is not required, upon application from the purchaser in accordance with Section 15 herein, as he shall deem equitable, subject to the minimum rate specified above or such other minimum rates as shall be established by advertisement; and such rates shall be readjusted by him on an equitable basis on the dates specified above for readjustment of stumpage prices.

Contract Clause Read-

- 30. It is further agreed that in making any readjustment of stumpage prices the Forester may require such modification in the clauses numbered 4, 7, 8, 9, 10, 12, 14, 17, 18, 19, 21, 25, justment and 27 in this agreement as are necessary in his judgment to protect the interests of the United States; provided, that such modification shall be limited to requirements contained in current timber sale contracts executed by purchasers and approved by officers of the Forest Service prior to the date of such readjustment; and provided also, that deduction shall be made for any additional operating costs entailed by such modifications, as ascertained by the Forester, in the readjustment of the stumpage price.
- It is further agreed that the National Forest timber located on an area of about 6,000 acres in approximate Ts. 34 and 35 N., Rs. 6 and 7 E., unsurveyed, on the watershed of the Eldorado Creek, estimated to cut 240,000 M. board feet of white pine, yellow pine, lodgepole pine, spruce, western larch, Douglas fir, cedar and white fir, more or less, will, except in case of serious deterioration from fire, insects, or similar causes, be reserved from sale by the United States until and not later than January 1, 1928; and that on January 1, 1928, or prior to such date upon written application from the purchaser, the Forester will appraise and advertise the block of timber above defined for purchase under sealed bids, at such minimum prices and under such conditions and requirements as he shall deem necessary.



Access to Books

32. All the books pertaining to our logging operations and milling business in connection with this sale will be open to inspection at any time by a Forest officer authorized by the District Forester to make such inspection, with the understanding that the information so obtained shall be confidential.

Final Authority

33. The decision of the Secretary of Agriculture shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of the timber covered by this agreement.

Non-Compliance with Contract

34. All operations on the sale area including the removal of scaled timber, may be suspended by the Forest officer in charge, in writing, if the conditions and requirements contained in this agreement are disregarded, and failure to com-

ply with any one of said conditions and requirements, if persisted in, will be sufficient cause for the termination of this agreement; provided, that the Forester may upon reconsideration of the conditions existing at the date of sale and in accordance with which the terms of this agreement were fixed, and with the consent of the purchaser, terminate this agreement, but in the event of such termination the purchaser shall be liable for any damages sustained by the United States arising from the purchaser's operations hereunder.

No Bene= fits to Cer= tain U.S. **Officers**

35. No Member of or delegate to Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing,

however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company. (Section 3741, Revised Statutes, and Sections 114 to 116, Act of March 4. 1909).

36. Refund of deposits under this agreement will be made Refunds only at the discretion of the Forester or District Forester.

This agreement will not be assigned in whole or in part. Non-Assignable

38. The conditions of the sale are completely set forth in Conditions Fully this agreement, and none of its terms can be varied or modi-Stated fied except with the written consent of the Forester. other Forest officer has been or will be given authority for this purpose.

Bond 39. And as a further guarantee of a faithful performance of the conditions of this agreement we deliver herewith a bond in the sum of \$30,000.00 and do further agree that all moneys paid under this agreement



shall, upon failure on our part to fulfill all and singular the conditions and requirements herein set forth, or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of our obligations assumed hereunder.

Signed in duplicate this day of
191
Witnesses:
Approved at, under the above con
ditions,, 191



CUTTING AND BRUSH DISPOSAL PLAN

MARKING

For marking purposes, the stand is classified as:

- (1) Agricultural areas.
- (2) Mature white pine stands.
- (3) Overmature white pine stands.
- (4) Selection stands.

AGRICULTURAL AREAS.

Areas classified as chiefly valuable for agriculture will, without marking or other designation, be cut clean of all merchantable timber, excepting small groups of small material suitable for homestead improvements. The amount to be left on each homestead unit should be approximately 10,000 ft. B. M.

MATURE WHITE PINE STANDS.

These are areas containing upwards of 30 per cent of white pine of from approximately 100 to approximately 180 years in age.

The object of marking is to harvest the mature timber by clean, cutting, which furnishes the best conditions for white pine reproduction; and to insure restocking both with white pine and with the tolerant species, cedar, spruce and white fir, which form a desirable mixture and understory. It is expected that satisfactory white pine reproduction will be secured from advance growth and seed stored in the duff. Sufficient timber will be reserved, however, to seed areas burned in brush disposal and to insure restocking in case the first reproduction is destroyed by fire.

Approximately 10 per cent of the merchantable volume of the stand should be retained in compact groups, the remainder being cut clean excepting for a few individual white pine, cedar and larch trees, as noted below. The groups reserved should contain, as a rule, from 12 to 15 trees of merchantable size. The groups should be spaced from 3 to 6 chains apart in each direction, reserving on the average 1 group on each 2 acres or 5 on each 10-acre block. Groups should be located as far as practicable on secdary ridges, knolls and slopes, rather than on flats or in the bottoms of draws. This is desirable (1) to reserve the most windfirm timber, (2) to leave it in the best position for scattering seed, and (3) to retain groups which will interfere least with logging operations.

As far as possible, each group should contain at least three white pine, choosing the smaller and thriftier timber wherever practicable, together with several cedar, preferably trees too large for poles, with large, full crowns for wind protection, and larch, which is desirable because of its windfirmness and fire resistant qualities. It is also desirable to include Douglas fir and spruce in the groups, andwhite fir free from conk where those species occur with the first three named. No special effort to select groups containing



white fir should, however, be made. Groups containing mixed species are preferable to those of pure pine in order to (1) increase safety from wind-throw and fire and (2) insure resceding of the tolerant species together with pine. On each acre 2 or 3 seed-bearing trees each of larch and cedar should be left; where such trees are not included in the seed groups individuals should be reserved outside of the groups. Preferably cedar unsuitable for poles should be left, although if only pole trees are available, they should be reserved. The larch are left with the idea that they will last over the next rotation as standards. They should therefore be sound, thrifty trees with well-developed crowns.

While the groups should include the smaller and thriftier white pine wherever such trees are available, larger white pine up to approximately 30 inches in diameter should be retained where no smaller trees are available. Where it is necessary to leave large white pine, unusually defective trees should be chosen for the purpose when possible. It is the object, in cutting the mature stands, to insure natural restocking with as large a percentage of white pine as possible; larger trees must therefore be included in the groups where no small timber is available. Sound, thrifty white pine under 15 inches d. b. h. which may occur here and there will be retained as a rule, whether forming a part of reserved groups or not. The small scale of such trees with the probability of greatly increased growth if held over the rotation make it more desirable to retain them than to cut them now. They will also assist in restocking the ground with white pine. Wherever patches consisting largely of such small white pine occur, they should of course be utilized for seed groups and if of sufficient extent, cut under the selection system as defined below.

In marking, the ground should be laid off roughly in blocks 5 chains square $(2\frac{1}{2})$ acres, and each block looked over for desirable groups. As a general rule, at least one seed group should be retained on each block and 5 groups on each 4 blocks. The trees to be reserved in the selected groups and as scattered individuals should be marked conspicuously.

OVERMATURE WHITE PINE STANDS.

These are bottoms and slopes of the "white pine type" on which the pine timber is mainly overmature, exceeding 180 years in age, and where the original white pine stand has usually been largely displaced by tolerant species such as cedar and white fir. The objects and methods of marking will be the same as in mature stands, discussed above, with the following exceptions:

- (1) White pine over 180 years of age will be retained in seed groups only when so defective as to have but little merchantable scale.
- (2) When no white pine timber under 180 years or very defective trees ever that age are present, no white pine trees will be reserved. If repro-



duction of this species is not secured from seed stored in the ground, planting will be used if possible.

(3) Groups of the other species, giving preference to larch, cedar, spruce and Douglas fir, will be reserved where no pine is available, to insure natural restocking in case planting is not possible, or to furnish a filler for wide-spaced white pine plantations.

SELECTION STANDS—

These include:

- (1) Stands in which white pine predominates, 100 years of age and younger.
- (2) Slope and ridge stands consisting chiefly of white fir, larch, or Douglas fir, with more or less white pine, and occasionally yellow pine, in mixture.

The object of marking is to cut the more mature and defective timber; and to leave a basis for a second cut within from 40 to 60 years, consisting of the smaller and thriftier timber and younger age classes. Occasional patches will be opened up sufficiently to bring about reproduction of the less tolerant species; but this is not an object in marking, which will be governed primarily by the condition of the timber.

The smaller and thriftier timber up to approximately 30 per cent of the merchantable volume should be reserved. In general, trees under 16 inches d. b. h. will be retained unless clearly defective or too crowded; and trees over that size will be cut unless clearly of the younger age classes (under 100 years) and very thrifty or unless required to furnish seed of desirable species or in grouping the remaining timber to prevent wind injury. This limit, however, must be applied flexibly, the general purpose being to give the operator a sufficient cut while reserving from a fourth to a third of the thriftiest timber for further growth. The small timber should be thinned for good spacing, leaving free erowns and to remove seriously defective trees. Trees should be reserved for seed on the edges of burns and other openings, whether now stocked with young growth or not. This is necessary as insurance against future fires.

Where the stand occurs in more or less even-aged groups, as on some of the slope and ridge areas where the timber is chiefly white fir or larch and Douglas fir, groups containing the younger and thriftier timber should be reserved rather than individual trees. Approximately 30 per cent of the merchantable volume should be retained. The same method should be used in even-aged areas of larch and Douglas fir and on exposed sites where safety from wind is an important factor.

White and yellow pine should be favored in thinning crowded patches and in reserving seed trees on the edges of openings. Otherwise, trees of these species should be marked in accordance with their condition and the principles outlined above. As far as practicable, 3 or 4 trees each of larch and



cedar should be retained per acre where those species occur. Otherwise cedar trees containing poles 25 feet long and upwards will be cut as a general rule, smaller pole trees being retained. Young, thrifty white fir up to approximately 14 inches d. b. h. should be retained in white pine stands as a general rule, except in thinning crowded groups. On upper slopes and ridges, however, where this species is more free from conk, it should be marked in accordance with the age and condition of the individual trees like other species.

SLASH DISPOSAL.

AGRICULTURAL AREAS.

On agricultural areas which are cut clean, slash will be burned as it lies without piling. The construction of fire lines around the edges of agricultural land and cutting it up into such blocks as may be necessary to control the fire will be required before burning is done. These should be cleaned of all inflammable material except duff to a minimum width of 25 feet, and should have a three-foot strip cut to mineral soil, on the outer edge, where necessary in the judgment of the Forest officer for safe burning. Small groups of small material suitable for homestead improvements, which are to be left, will be protected by similar fire lines.

OTHER AREAS.

On all other parts of the sale area, slash should be lopped and piled, and burned by the purchaser under the direction of the Forest officer. This is to save as much of the advance reproduction and white pine seed stored in the duff as possible. Slash should be thrown up in compact "tepee" piles on the most open ground, with small stuff at the bottom and large limbs stacked on the outside of the pile. The latter should include all material up to and including 4 inches in diameter.

Slash should be piled as far as practicable against and around undesirable white fir (Cf. below), when burning in such locations will not injure reserved trees or desirable young growth; and in patches of pure white fir reproduction on areas which are being cut clean with a view to pine reproduction. Otherwise remaining trees and young growth should be protected as far as practicable in piling and burning.

DISPOSAL OF UNDERSIRABLE WHITE FIR

As a general rule, all white fir of merchantable size, whose cutting is desirable, should be marked unless their trunks contain conks or show other defects which indicate plainly that the tree contains no merchantable logs.

On non-agricultural lands, undesirable white fir which cannot be cut under the foregoing should be killed by (1) piling and burning slash around them, or (2) by girdling, provided that no tree having a diameter of less



than 4 inches will be required to be girdled. Girdling, which will be done by the purchaser, should ordinarily be used where there is not sufficient slash to kill unmerchantable fir by the first method or where there is danger, in burning slash, of injury to surrounding trees which are to be reserved. Girdling should be required by the Forest officer at any stage in the operation when necessary in his judgment, either before or after slash burning.

MISCELLANEOUS

The final date for submitting bids to the District Forester at Missoula, Montana, is August 1, 1914, with provision for extending the bidding period until September 1 upon application by responsible parties. Forms for submitting bids should be secured from the Forest Supervisor at Orofino, Idaho, or the District Forester, Missoula, Montana. Before any bid will be accepted the bidder will be required to furnish a certified statement covering his financial organization and backing, which must satisfy the Forester that the bidder is financially sound and able to handle the sale. In case it is proposed to finance the operation largely by the proceeds of the sale of bonds it will be required that a considerable portion of the funds required to handle the project be raised by the sale of stock to men of business ability and reputation, who will have in their hands the direction of the affairs of the company.

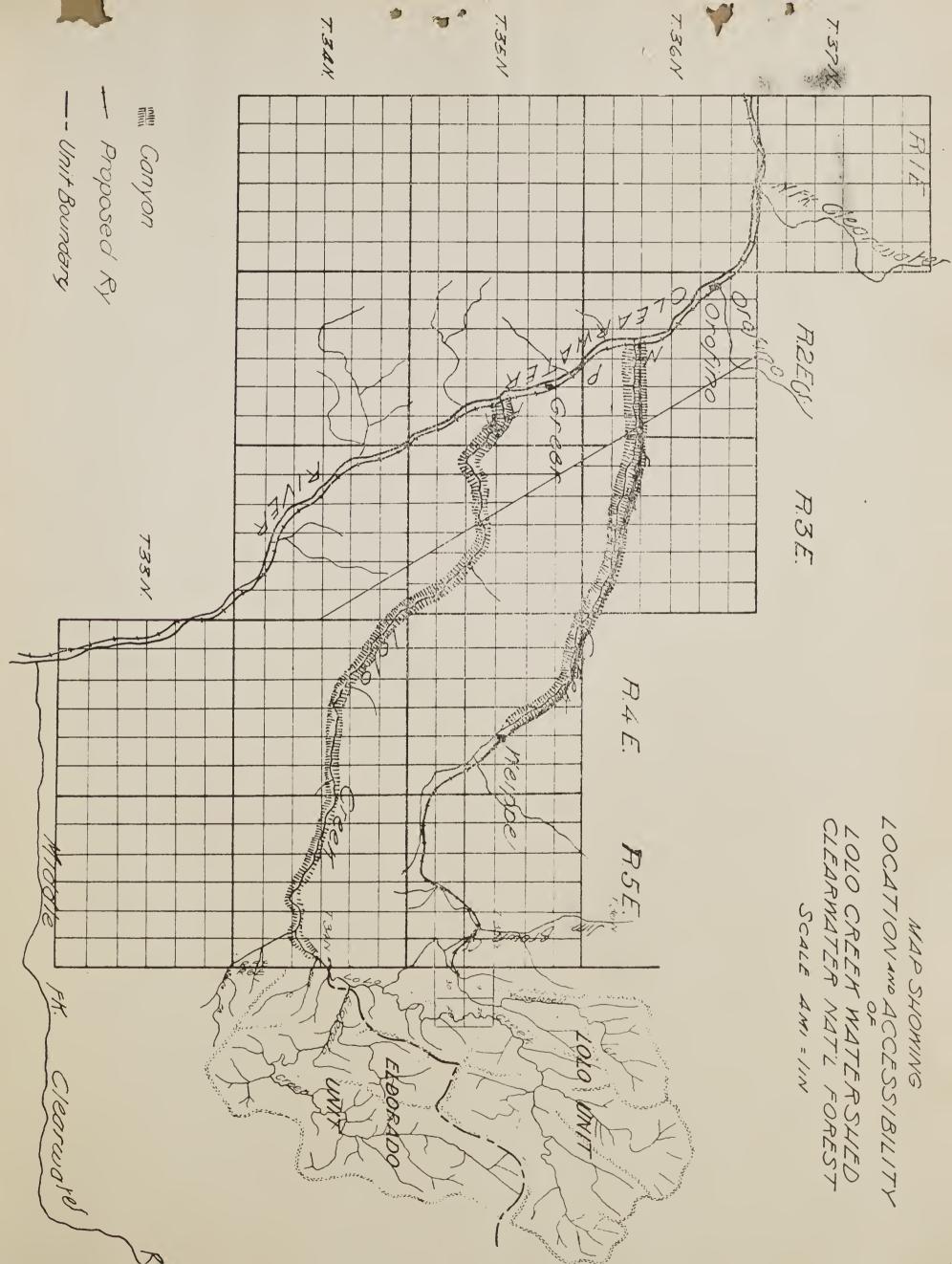
With each bid there should be submitted a statement outlining the plan of operation of the bidder, which will be taken into consideration when the bids are opened. For instance, a statement to the effect that a railway from the Clearwater Short Line will be constructed to handle the timber—other conditions remaining the same—will be considered more advantageous to the Government than a plan outlining driving or fluming, because such a railway will do more for the permanent development of the country and will add to the value of Government stumpage not included in this sale.

An informal written plan of action will be agreed upon by the purchaser and the Forest Service after the contract is executed. This plan will outline the organization necessary on the part of both the operator and the Forest Service for the proper administration of the sale, marking and brush disposal rules, sanitary rules, the order in which cutting will proceed, etc.

Topographic maps on a scale of 4 inches to the mile, logging engineer's report (on the basis of which the appraisal was made), detailed estimates and descriptions of the timber by 40-acre units, may be inspected in the Forest Supervisor's office at Orofino or in the office of the District Forester at Missoula, Montana.

The Forest Supervisor will be glad to give all possible assistance in inspecting the tract and in checking the detailed estimates which can readily be done, since the estimates made by the Forest Service can be located on the ground.









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